

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ILLINOIS
HOUSTON DIVISION**

MONICA BROWN,

Plaintiff,

v.

ELEVATE LEARNING, LLC, and
SUHAS GHUGE,

Defendant.

Case No. 4:15-cv-02903

Judge Vanessa D. Gilmore

MOTION TO APPROVE CONFIDENTIAL SETTLEMENT

Plaintiff, by her attorney, hereby moves the Court to approve the parties' settlement and dismiss this action without prejudice. In support of her motion she states the following:

1. In the Complaint, Plaintiff alleges that Defendants, among other things, violated the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201 *et seq.*, and by failing to pay overtime premiums as required.
2. Defendants deny the allegations in Plaintiff's Complaint and dispute Plaintiff's contention that they failed to pay Plaintiff's overtime premiums as required by the FLSA.
3. As a result of negotiations between Defendants and Plaintiff, the Parties reached a mutually satisfactory settlement, which they have memorialized in a Confidential Settlement Agreement and General Release (the "Settlement Agreement").
4. When a party brings a private action against another under the FLSA, a wholly private settlement between the parties is not enforceable. Consequently, in such a situation the parties present to the Court a proposed settlement, so the Court may enter a stipulated judgment dismissing the case after examining the settlement to ensure that it is

a fair and reasonable resolution of a *bona fide* dispute under the FLSA. *See Lynn's Food Stores v. United States*, 679 F.2d 1350, 1355 (11th Cir. 1982); *D.A. Schulte, Inc. v. Gangi*, 328 U.S. 108 (1946).

5. As a material part of their settlement, the parties have agreed that it is in their mutual interest for their Settlement Agreement to remain confidential, and that it should not become part of the public record. Accordingly, the parties have not attached a copy of the Settlement Agreement to this Motion. However, the parties have provided with this motion a copy of the Settlement Agreement to the Court for *in camera* review.

6. The parties agree and stipulate that the Settlement Agreement is a fair and reasonable resolution of a *bona fide* dispute both as to liability and the amount of any compensation allegedly owed under the FLSA, including Plaintiff's attorneys' fees and costs. Accordingly, the parties ask the Court to enter an order approving the Settlement Agreement.

7. In order to facilitate the terms of their Settlement Agreement, the Plaintiff requests that the Court enter an Order dismissing the case without prejudice, with all parties to bear their own costs and attorneys' fees, with leave to reinstate for the sole purpose of enforcing the terms of the settlement; and the Plaintiff requests that the dismissal without prejudice automatically convert to a dismissal with prejudice fourteen (14) days after the Court's Order dismissing the case without prejudice.

8. Plaintiff has attached a proposed Order for the Court's consideration.

WHEREFORE, Plaintiff requests that this Court approve the Parties' Settlement Agreement, and that it enter the proposed Order attached to this Motion.

MONICA BROWN,

By: /s/ Thomas H. Padgett, Jr.
One of her attorneys

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